



## QUITCLAIM DEED

This indenture is made between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services under the authority granted by 49 U.S.C. § 47151-47153 (**Grantor**), and the STATE OF ALASKA, Department of Transportation & Public Facilities, Ted Stevens Anchorage International Airport (**Grantee**). **Grantor** for and in consideration of the assumption of **Grantee** of all the obligations and it taking subject to certain reservations, restriction and conditions, all as set out below, conveys and quitclaims to **Grantee** all of **Grantor's** interest in the following described real property:

Government Lots 6, 12, 13, 14 and the S1/2 NW1/4 NW1/4, Section 4, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

SUBJECT to any and all prior restrictions, covenants, conditions, limitations, easements, reservations of record, and rights, if any, that third persons may have in the property at the date of the execution of this deed under any grant from the **Grantor** or others and **Grantee** shall assume all duties, obligations, and liabilities of the **Grantor** or any agency thereof and hold the same harmless from all claims arising from this transfer of title.

### USE BY THE GRANTEE

**Use as a Public Airport.** **Grantee** covenants and agrees that the property described herein shall be managed by the **Grantee** in accordance with Federal Grant Assurances as a public airport.

**Disposal without consent.** **Grantee** covenants and agrees that the property shall not be used, leased, sold, salvaged, or disposed of by the **Grantee** for other than airport uses without the written consent of the Administrator of the Federal Aviation Administration (FAA) or his or her successor in function. This consent shall be granted only if the Administrator or his or her successor in function determines that the property can be used, leased, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport.

**National Emergency.** During any national emergency declared by the President of the United States of America or Congress, including any existing national emergency, the **Grantor** shall have the right to make exclusive or non-exclusive use and have exclusive or non-exclusive control or possession, without charge, of the airport at which the surplus property applied for herein is located or used, as it then exists, or of such portion thereof as it may desire. However,

the **Grantor** shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control, and shall be obligated to contribute a reasonable share, commensurate with use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have non-exclusive control and possession. The **Grantor** shall also pay a fair rental for use, control or possession, exclusively or non-exclusively, of any improvements to the airport made without **Grantor** aid and never owned by the **Grantor**.

#### **Other Mandatory Terms of this Conveyance**

The terms of this conveyance shall include all mandatory terms in 49 U.S.C. 47152 not otherwise specifically addressed herein.

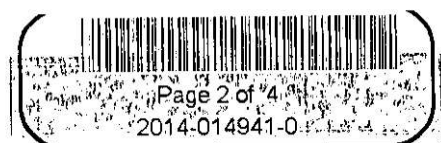
#### **RESERVATIONS AND RESTRICTIONS**

In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the **Grantee** or any subsequent transferee, whether caused by legal inability of said **Grantee** or subsequent transferee to perform any of the obligations herein set out or otherwise, the title, right of possession and all other rights transferred by this instrument to the **Grantee**, or any portion thereof, shall at the option of the **Grantor** revert to the **Grantor** in its then-existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the FAA Administrator or his or her successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, or if the **Grantee** shall have commenced the actions necessary to bring it into compliance with such terms, conditions, reservations and restrictions in accordance with a compliance schedule approved by the FAA Administrator or his or her successor in function, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the **Grantee**, its transferees, successors and assigns.

If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservation or restriction in question shall be construed instead merely as conditions, the breach of which the **Grantor** may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the **Grantee**, or any portion thereof, to revert to the **Grantor**, and the application of such reversions and restrictions as covenants shall not be affected thereby.

#### **NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY**

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620(h)(3)(A)(i), and based upon a complete search of agency files, the United States gives notice that it has no knowledge of any hazardous substances having been released or disposed of or stored for one year or more on the property.



### **CERCLA COVENANT**

**Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. **Grantor** warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply:
  - (a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**
  - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
    - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
    - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
  - (a) the associated contamination existed prior to the date of this conveyance; and
  - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.
- (3) **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right to use available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

IN WITNESS THEREOF, **Grantor** has caused this instrument to be effective as of the 22nd day of April, 2014.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

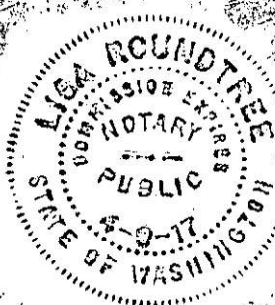
(b) (6)

Blaine Hastings, Manager  
Real Property Utilization & Disposal Office

STATE OF WASHINGTON  
KING COUNTY

On this 22nd day of April, 2014, before the undersigned, a Notary Public in and for the State of Washington, personally appeared Blaine Hastings, to me known to be the Manager, Real Property Utilization & Disposal Office, Auburn, WA General Services Administration, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



State Business  
No Fee

(b) (6)

Notary Public in and for the State of  
Washington, residing in Enumclaw, WA

Commission Expires 4/9/17

Grantor Address: 400 15th St. SW (9P2PZF)  
Auburn, WA 98001

Return to: Grantee: Room C4987  
John Parrott, AAE, Airport Manager  
5000 West International Airport Road  
Anchorage, AK 99519



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